

**MAIL TO:**

STATE OF UTAH  
DIVISION OF PURCHASING  
3150 STATE OFFICE BUILDING, STATE CAPITOL  
P.O. BOX 141061  
SALT LAKE CITY, UTAH 84114-1061  
TELEPHONE (801) 538-3026  
<http://www.purchasing.state.ut.us>

**Request for Proposal**Solicitation Number: **RM2177**Due Date: **05/14/02 at 3:00 P.M.**

Date Sent: April 23, 2002

**Agency Contract**Goods and services to be purchased: **FIVE YEAR CONTRACT FOR PRE-EMPLOYMENT TESTING****Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH  
DIVISION OF PURCHASING**

**Request for Proposal**

Solicitation Number: RM2177

Due Date: 05/14/02

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**Vendor Name:**

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FIVE YEAR CONTRACT FOR PRE-EMPLOYMENT TESTING PER ATTACHED RFP.
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<p><b>QUESTIONS ON SPECIFICATIONS CONTACT KARL HOPKINS AT(801) 545-5941.</b> <b>QUESTIONS ON PURCHASING PROCEDURES (NOT RELATED TO SPECIFICATIONS) CALL ROSELLE MILLER AT (801) 538-3232.</b> <b>RX: 410 21000000014</b></p>
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## REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. **PROPOSAL PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery of services as proposed is critical and must be adhered to. (e) Incomplete proposals may be rejected. (f) This proposal may not be withdrawn for a period of 60 days from the due date. (g) Where applicable, all proposals must include complete manufacturer's descriptive literature. (h) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. **SUBMITTING THE PROPOSAL:** (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly-addressed envelope to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. **BONDS:** The state has the right to require a bid or proposal bond, payment bond and/or a faithful performance bond from the offeror in an amount not to exceed the amount of the contract.

4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. **BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. **SAMPLES:** Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. **DIVISION APPROVAL:** Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

8. **AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-

21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. **ANTI-DISCRIMINATION ACT:** The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. **GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at [www.purchasing.state.ut.us](http://www.purchasing.state.ut.us).

## **REQUEST FOR PROPOSAL**

### **Pre-employment Screening for Utah Department of Corrections Employees**

#### **Purpose of Request for Proposal (RFP)**

The purpose of this request for proposal is to enter into a renewable contract with a qualified firm to provide services under what is known as “Pre-employment Screening”. Employment applicants shall be screened to ensure they possess the characteristics and abilities to handle the duties, stress, authority, power and ethical dilemmas of law enforcement work.

This RFP is initiated by the Utah Department of Corrections (UDC), Human Resources Bureau, located at 14717 South Minuteman Drive, Draper Utah 84020-9549.

#### **Administrative Guidance**

The information provided herein is intended to assist offerors in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal’s content or exclude any relevant or essential data therefrom. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

#### **Term of Contract**

This RFP seeks offers for a contract that will start July 1, 2002 and end September 30, 2003, except the Utah Department of Corrections (UDC) shall have the option to extend the contract on a year-to-year basis for up to four (4) additional years on the same terms and conditions as the original contract, including cost of service, and subject to the availability of funds. Such exercise of option shall also be subject to termination under the terms of the contract or under applicable law.

#### **Consideration of Proposals**

UDC may award a contract based on the initial proposals received, without discussion of such proposals. Accordingly, each initial proposal should be submitted with the most favorable price and service standpoint. The State reserves the right to reject any or all proposals received.

#### **General Requirements**

1. All necessary facilities, equipment, materials, and supplies shall be provided by the successful offeror.
2. All offerors shall provide a current copy of their licenses to operate in the State of Utah (business and/or professional).
3. The successful offeror shall submit to all security checks the designated Contract Coordinator deems necessary.
4. All contracted or sub-contracted staff servicing this proposed contract shall submit to a background check for criminal violations.
5. Services shall not be provided by students, interns, unlicensed or unqualified persons.
6. Results of pre-employment screenings shall be confidential.
7. The resulting contract shall be monitored by the designated Contract Coordinator. Consequently, the successful offeror will be required to cooperate with this monitoring process.
8. All procurements are subject to the applicable laws, rules, and regulations of the State of Utah, including the Utah Procurement Code and Rules promulgated by the State Division of Purchasing.
9. Questions about this RFP shall be directed to the designated Contract Coordinator Karl Hopkins at UDC, Human Resources Bureau, 14717 South Minuteman Drive, Draper, Utah 84020-9549, 801-545-5941 or [khopkins@udc.state.ut.us](mailto:khopkins@udc.state.ut.us).

## **Background**

The following information is provided to assist in preparing a bid.

UDC has approximately 2200 employees distributed statewide as follows:

Salt Lake area -	1598
Ogden area (w/Logan, Brigham City, Farmington)	140
Provo area (w/Price, Vernal, Roosevelt)	75
Gunnison area (w/Fillmore, Richfield, Moab, Cedar City, St. George)	387

Two (2) large, secure institutional sites account for a major portion of UDC employees. Approximately 1066 employees work at the Draper (USP) site and approximately 337 at the Gunnison (CUCF) site and approximately 30 at the Board of Pardons. Remaining staff is located in regional and administrative sites, mostly on the Wasatch Front.

PLEASE BE ADVISED THAT THESE POPULATION STATISTICS ARE CITED FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS A WARRANTY OF THE AMOUNT OF SERVICES THAT WILL BE REQUIRED DURING ANY PERIOD OF TIME. OFFERORS SHALL RELY UPON THIS INFORMATION AT THEIR OWN RISK

**Services Required**

1. **Policy.** The Utah Department of Corrections has a requirement for pre-employment screening of job applicants. Applicants shall be screened to ensure they possess the characteristics and abilities to handle the duties, stress, authority, power and ethical dilemmas of law enforcement work.
2. **Service shall include:**  
  
An appropriate method of screening applicants  
Risk assessment reports  
Expert testimony as needed
3. **Timeliness of Services** – Pre-employment screenings shall be scheduled and conducted within two weeks of the initial request. Reports shall be available within two weeks of the screening session.
4. **Billing** – services shall be billed for after the end of each month in which any services are rendered. The bill shall be sent to the Contract Coordinator, Karl Hopkins, 14717 South Minuteman Drive, Draper, UT 84020. The bill shall contain a separate, attached document that identifies the name of each individual who was the subject of a pre-employment screening and the date or dates on which service was rendered. The Contract Coordinator will review the bill and attachment to verify that services requested have been performed. The attachment will be retained by the Contract Coordinator who shall then certify to the Finance Bureau that the services have been received and the amount of the billing is correct.
5. **Place of Performance** – Pre-employment screenings shall be conducted at a site agreed upon by the successful offeror and the Contract Coordinator.
6. **Direct Threats** – In a case where an individual makes direct threats about harming a particular individual through violent action the successful offeror shall give immediate notification to the UDC Executive Director or designee.
7. **Insurance** – the successful offeror shall maintain adequate general and professional liability coverage.
8. **Americans with Disabilities Act** - All personnel assessments shall be

conducted in a manner that is fair, consistent and in compliance with the state and federal employment legislation to include the Americans with Disabilities Act.

### **Proposal Content**

Proposals shall be concise and contain all pertinent information. Supplemental information should be referenced and included as attachments. All proposals must be on consecutively numbered pages and contain at least the following information and materials:

1. Request for Proposal form cover page with requested information completed.
2. A one-page abstract that includes the solicitation number, a brief description of the offeror and a synopsis of the services to be provided.
3. A line by line response to the following:
  - A. Discuss the unique features of your services, which will reduce costs.
  - B. Describe the philosophy of your organization.
  - C. List the objective your program would have for UDC's Pre-employment Screening program.
  - D. Provide a brief description of your screening features.
  - E. Provide letters from two current clients explaining the client's satisfaction with services provided by the offeror. Additionally, the letter will give a brief description of the services the client received from the offeror.
  - F. Clinical Services
    1. The offeror will submit examples of the proposed appropriate method of screening applicants and shall provide copies of proposed screening test(s).
    2. Offeror must be prepared to present a comprehensive report of the test results and interview. The offeror shall provide a sample test and report format. Reports must include a risk assessment such as "low risk", "moderate risk" or "high risk", which distinguishes among applicants who are well suited and applicants who are not well suited for work in Corrections.

3. Staff of the offeror shall be available to provide consultation to designated UDC staff regarding the results and interpretation of pre-employment screenings and to participate in validation studies conducted by UDC. Pre-employment screening meetings are held approximately twelve times per year.
  4. Offeror must provide examples of its ability to provide expert testimony should an employment decision based upon an assessment lead to a civil suit.
4. Cost Proposal – to be on the basis of **price per applicant screening** to include all associated costs.

### **Selection of the Successful Offeror**

**Evaluation Criteria.** Proposals will be evaluated by a committee formed for that purpose against the following criteria with assigned weights as indicated:

1. **Professional Qualifications.** Offerors shall receive up to 20 points based on the professional level considered sufficient to perform the necessary evaluation and provide reasons. This selection criteria, as with others, is a completely subjective matter and the Selection Committee will consider the reasons advanced for the professional qualifications of personnel. Offerors shall provide resumes for evaluation of those personnel they propose to perform this contract. The successful offeror will then be bound to use such personnel unless approval to deviate is received from the Contract Coordinator.
2. **Experience.**
  - A. **General Experience.** Offerors will be awarded up to 20 points for the recommendation provided by current clients. This selection criteria, as with others, is a completely subjective matter and the Selection Committee will consider the explanation of clients' satisfaction with the services provided by the offeror and the description of services the client receives from the offeror.
  - B. **Inventories/Tests.** Offerors will identify and describe the pre-employment testing tools they will use to perform the requirements of this RFP. Offerors will also provide sample pre-employment tests. A maximum of 20 points will be awarded based on the demonstrated relevancy, efficacy, and proposed administration of the assessment processes.



- C. **Cost.** The lowest cost proposal will receive 30 points and the other proposals will receive points proportionate to how far they are from the lowest cost.
- D. **Reports.** Offerors will provide samples of pre-employment reports. A maximum of 10 points will be awarded based on the demonstrated relevancy, efficacy and proposed format.

**ATTACHMENT A**  
**STANDARD TERMS AND CONDITIONS (11/14/00)**

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

**12. TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract will be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior

written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

**13. SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.

**14. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software product) that it licenses, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

----- END OF ATTACHMENT A -----

**ATTACHMENT B**  
**UTAH DEPARTMENT OF CORRECTIONS STANDARD TERMS AND CONDITIONS**

1. ASSIGNMENTS AND DELEGATION. Neither party shall assign any right or delegate any duty under this contract without the express written and signed consent of the other party.
2. ATTORNEY'S FEES. If either party brings an action, in law or equity, to compel the performance of, or to recover for the breach of, any agreement, covenant, or promise contained in this contract, the non-prevailing party shall pay the prevailing party's reasonable attorney's fees, the amount of any judgment, and all costs incurred.
3. CONTRACT FORMATION. No legally enforceable rights or duties shall arise between the parties under this contract until: (a) the respective representatives of CONTRACTOR and UDC sign the contract; and (b) the contract is approved and signed by the respective representatives of the UDC Office of Administrative Services, the UDC Bureau of Financial Services, and the State of Utah's Divisions of Purchasing and Finance.
4. CONTRACTOR ACCESS TO UDC FACILITIES. UDC shall have the right to deny CONTRACTOR'S agents and employees--or the agents and employees of its subcontractors (if any)--access to any premises controlled, held, leased, or occupied by UDC if, in the sole judgment of UDC, such personnel pose a threat to any of UDC's legitimate security interests.
5. CRIMINAL CONVICTION INFORMATION. Upon written request by UDC, CONTRACTOR shall provide (at its own expense) UDC with sufficient personal information about its agents or employees--and the agents and employees of its subcontractors (if any)--who will enter upon premises controlled, held, leased, or occupied by UDC during the course of performing this contract so as to facilitate a criminal record check, at state expense, on such personnel by UDC.
6. FORMER FELONS. CONTRACTOR, in executing any duty or exercising any right under this contract, shall not cause or permit any of its agents or employees--or the agents or employees of its subcontractors (if any)--who have been convicted of a felony to enter upon any premises controlled, held, leased, or occupied by UDC. A given crime shall be deemed a felony if defined as such by the jurisdiction where the conviction occurred.
7. INTEGRATION. The parties declare this contract to be the final and complete expression of their agreement, and it shall not be contradicted, supplemented, or varied by any prior or contemporaneous oral or written agreements, representations, or understandings.
8. NON-APPROPRIATION OF FUNDS. UDC's continued performance after the start of the State of Utah's next fiscal year is expressly contingent upon funds for this contract being appropriated, budgeted, or otherwise made available. If funds are not made available for the next fiscal years, this contract will automatically terminate at the end of the current fiscal year.
9. OCCUPATIONAL SAFETY AND HEALTH. (This clause will be considered a part of this contract only if required by law, rule, or regulation). CONTRACTOR represents that it is in compliance with Occupational Safety and Health Administration (OSHA) standards on blood borne pathogens set forth in 29 CFR 1910.1030, for any of the CONTRACTOR'S employees who provide services to UDC pursuant to this contract.
10. PARAGRAPH AND SECTION HEADINGS. Paragraph and section headings throughout this contract are used for the sole purpose of facilitating the quick location of various contract provisions. Consequently, such headings do not create contractual rights or obligations, nor are they to be construed as a substantive part of the paragraphs or sections to which they belong.
11. PUBLIC ACCESS TO CONTRACT INFORMATION. This contract is a public document, and both CONTRACTOR and UDC shall allow members of the general public to inspect a copy of the same during their regular business hours. Interested parties may obtain a copy of this contract at their own expense.

-----END OF ATTACHMENT B-----